Travel Insurance

Terms and Conditions of Insurance,
1 January 2014
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1 Scope, definitions and deductibles

1.1 Who is covered by the insurance?

This policy may be taken out by a State authority that wishes to provide travel cover in conjunction with travel which does not fall within the scope of the authority’s Swedish State Business Travel Insurance.

The authority’s application for insurance shall contain the name and the personal identification number of the person to be insured and information regarding the travel destination, policy term, and the invoicing address of the authority. The authority shall receive a confirmation of insurance and an invoice for the premium which shall be calculated based on the number of insured persons per 24-hour period.

This travel insurance may not be bought to cover private travel by an employee.

1.2 Where does the insurance policy apply?

This policy shall apply throughout the world during the policy term. It shall also apply in areas to which the Ministry for Foreign Affairs advises against travel.

1.3 Definitions

Authority

“Authority” means the State authority that has taken out the insurance policy.
**Traveller**

“Traveller” means the person covered by the insurance.

**Cohabitant**

“Cohabitant” is as defined in the Swedish Cohabitees Act (2003:376).

**Statutory base amount**

“Statutory base amount” means the price base amount as defined in Chapter 2, Section 7 of the Social Insurance Code.

**Accident**

“Accident” means bodily injury caused by an unintentional and sudden occurrence involving external force against the body. Stress or wear-and-tear injuries are not considered as accidents. The same applies to heart attacks, cerebral haemorrhages and suchlike, as well as illnesses caused by bacteria, viruses or other infectious matter, which have not occurred or arisen in connection with a sudden and unintentional occurrence involving external force against the body.

“Accidents” are also considered to include illness or injury caused by a biological or chemical agent, if it is probable that some person has intentionally spread the biological or chemical agent in order to cause illness or accident to people. If the illness or injury should not emerge until after the insured period, the issue of whether the illness or injury is to be assumed to have affected the traveller during the insured period will be based on the opinion of a medical expert.

**Family member**

“Family member” includes:

- Spouse
- Registered partner
- Cohabitant registered at the same address as the traveller
- Children
• Grandchildren
• Siblings
• Parents
• Maternal/paternal grandparents
• Parents-in-law*
• Daughter-in-law and son-in-law**
* Step-mother and step-father***
* Parents of spouse, registered partner or cohabitant as referred to in the above.
** Child's spouse or registered partner or cohabitant of child as referred to in the above.
*** Parent's spouse, registered partner or cohabitant of parent as referred to in the above.

Close family (section 2.2) refers to spouse, registered partner, cohabitant and children. In the absence of family members as specified here, parents are considered as close family.

1.4 Deductibles

No deductibles shall apply to this insurance.
2 Insurance cover

2.1 Disability and Death Benefits

In the case of accidents that lead to medical disability, the disability benefit will be determined by the degree of the medical disability. Upon medical disability of 100 per cent, the benefit is 22 times the statutory base amount. The benefit is calculated using the statutory base amount for the year in which the disability is established. The amount is paid as soon as the definitive degree of disability has been determined. If it has not been possible so to determine within a year from the accident, a preliminary amount will be paid on the basis of the lowest degree of permanent disability that the accident is deemed to cause. Final settlement will be made once the definitive degree of disability has been determined. If this has not been possible to determine within three years following the accident, a final settlement, according to the assessed definitive degree of disability at such time, will be made. Any overpayment in the preliminary amount will not be required to be repaid.

No compensation is paid for scar.

If an accident leads to death within three years, a death benefit will be paid.

In the event that the traveller has not drawn up a special designation of beneficiary/beneficiaries with regard to the insurance policy, the traveller’s beneficiaries shall be spouse, registered partner or cohabitant, and children under 20 years of age or, in the absence of family members as specified here, the deceased’s legal heirs.

If one of the surviving parties is spouse, registered partner or cohabitant, or at least one of the beneficiaries is the traveller’s child under 20 years of age, the benefit is 11 times the statutory base amount.

If both a spouse, registered partner or cohabitant and children under 20 years of age are among the surviving parties, the benefit is 22 times the statutory base amount.
In other cases, the benefit is 6 times the statutory base amount.

The calculation is based on the statutory base amount for the year of death. Where applicable, any amount paid out as disability benefit will be deducted from the death benefit. In the case that the spouse, registered partner or cohabitant and children are the beneficiaries, half of the sum insured shall be payable to the spouse, registered partner or cohabitant and the remainder to the direct heirs of the deceased. If proceedings for divorce or dissolution of a registered partnership were in progress at the time of death, the spouse or registered partner is not regarded as a beneficiary.

If the person who as a traveller may be covered by this insurance, wishes to name beneficiaries other than those indicated above, a special designation of beneficiary/beneficiaries must be drawn up. The aforementioned amounts, depending on who is among the surviving parties, may be distributed as indicated by the traveller in the designation of beneficiary/beneficiaries.

Forms for this purpose are available from Kammarkollegiet. The completed designation shall be delivered to Kammarkollegiet without delay for safe-keeping.

2.2 Visits by family members

In the event of the traveller's death, life-threatening injury or illness, reasonable costs will be reimbursed for travel and lodging for close family members in connection with one visit.

The same shall apply for a visit to attend a funeral conducted abroad.

2.3 Disruption cover

If travel has been disrupted due to

– a family member's serious injury or life-threatening illness;

– a family member's death;
- substantial damage to the traveller's private property in Sweden; or
- natural disaster or war-like unrest in the country of sojourn.

the traveller will be reimbursed for necessary and reasonable additional costs for one home journey as a consequence of the disruption. “Home journey” means travel to a residence in Sweden. The insurance shall not pay compensation for a new outbound journey.

Instructions

In the first instance, existing travel documents and reservations shall be used. If necessary, travel arrangements may be rebooked.

Note

Substantial damage to property is considered that all, or significant part, of the traveller’s home or vacation home is damaged by, for example, fire, burglary that includes extensive damage or loss of property as a result.

2.4 Assault cover

Compensation for personal injury in connection with assaults is calculated in accordance with the Swedish Tort Liability Act (1972:207) to an amount not exceeding SEK 3,000,000, in the event that the traveller does not, within a period that is reasonable in view of the nature of the injury and the need for compensation, receive compensation from the assailant, the assailant’s insurance company or other source, although no later than three years after notification to Kammarkollegiet.

If the traveller has been negligent, the compensation may be reduced.

No benefit is paid under the policy for insult.

Instructions

Assaults shall be reported immediately to the local police authority. The traveller must produce evidence of such a report. If Kammarkollegiet so requests, the traveller shall file a claim for damages against the
assailant. Kammarkollegiet will then compensate all costs that are not compensed by another party.

The traveller must exercise normal caution, i.e. avoid, if possible, dangerous places and situations and otherwise do that which may reasonably be demanded in order to avoid being the victim of an assault or other injury. In the case of negligence, the compensation will usually be reduced by one half, if circumstances are not such that the negligence was minor or of minor significance to the insured event. If the negligence has been particularly gross, compensation may be completely withheld. The same applies if the traveller was under the influence of alcohol, sleeping medication, narcotics, or other intoxicants, or committed an intentional act which according to Swedish Law, may lead to at least the imposition of a fine.

2.5 Medical care, dental care and home transport cover

The insurance reimburses necessary and reasonable costs for emergency medical care or dental care abroad when the traveller, during the stay abroad, suffers illness or accident. For each such event, the costs will be reimbursed for a period not exceeding ninety days from the first contact with a care provider. The insurance also pays the cost of treatment for dental injuries sustained via accidents in Sweden.

In the case of illness or accident during a stay in the traveller's home country, the traveller must in the first instance use his own national or private insurance.

In the case of serious illness, admission to a hospital, need for home transport or other active assistance in the case of injury abroad, contact Falck Global Assistance

Tel: +46 8 587 717 49
Fax: +46 8 505 939 13
E-mail: fga@se.falck.com
Compensation is paid in accordance with the provisions described in the following:

### 2.5.1 Medical care

The insurance reimburses necessary, reasonable and verified costs for emergency medical care abroad. Costs for medical examinations, vaccinations, care arranged in advance or prenatal care are not reimbursed.

In the case of illness or accident, the insurance reimburses verified costs for telephone calls to/from Kammarkollegiet, the care provider and assistance company up to SEK 1,500.

**Limitation**

In the case of pregnancy, costs are paid for emergency care abroad in connection with delivery, miscarriage or other serious complications up to the end of the 28th week of pregnancy. (27+6). Other costs for care in connection with pregnancy or delivery are not reimbursed.

### 2.5.2 Dental care

The insurance reimburses necessary, reasonable and verified costs for emergency dental care abroad. Emergency dental care means treatment resulting in the patient becoming free of pain and infection, and also includes provisionally filling in any visible gaps and ensuring there is an adequate chewing surface.

If a dental injury is sustained via an accident abroad, the insurance also reimburses necessary and reasonable costs for continued treatment of the dental injury in Sweden, for no more than three years from the date of injury, unless the cost can be reimbursed through another source.

Both treatment and cost must be notified to Kammarkollegiet in advance for approval.
Limitation

In the event of dental injury sustained in conjunction with chewing or biting, the only costs reimbursed are those for any emergency treatment carried out abroad.

As far as implant treatments or veneers are concerned, the insurance only reimburses costs if the treatment is of such kind for which costs are reimbursed under the Swedish national dental insurance system.

In the event of an accident abroad, the insurance may also pay for dental care not reimbursed by the national dental insurance system.

The insurance only pays for one permanent course of treatment.

2.5.3 Home transport

The insurance reimburses necessary and reasonable additional costs incurred for home transport of the traveller to Sweden if he/she has suffered illness or accident abroad. The insurance also covers the costs for home transport to Sweden of a deceased.

If the traveller's place of residence is in a country other than Sweden, the insurance may reimburse home transport there, if the cost is the same as home transport to Sweden.

Note

Sweden currently has agreements regarding medical care benefits with the Nordic countries, with other EU/EEA countries, Switzerland and with a number of Convention countries.

A person who is planning to travel to an EU/EEA country, Switzerland or to another Convention country must take a certificate from the Swedish Social Insurance Agency which proves that he/she is covered by the Swedish social insurance system, so that he/she is certain to receive medical care in accordance with the EU/EEA rules or the Convention, i.e. cost free except for any patient fee.
Persons who are to travel to a non-Convention country, should bring a Medical Insurance Card, which is provided by Kammarkollegiet. The certificate is intended to enable the traveller to obtain quick access to emergency medical care by allowing the medical institution to determine immediately that insurance cover is in place to cover the costs.

*Instructions*

In the event of serious illness or injury, admittance to hospital, requirement of transport home or other active assistance in the event of injury abroad, the traveller must first contact Falck Global Assistance before commencement of hospital treatment or transport home.

Tel: +46 8 587 717 49

Fax: +46 8 505 939 13

E-mail: fga@se.falck.com

If a person becomes ill on a temporary visit in another EU/EEA country or Switzerland, he or she shall submit an application to the Swedish Social Insurance Agency to determine whether reimbursement may be made for the healthcare provided. Receipts and other documentation concerning the healthcare shall be attached to the application. Kammarkollegiet has the right to request that the traveller gives authorization to Kammarkollegiet that includes the right to apply for reimbursement after the event for healthcare costs in another EU/EEA country and to receive such reimbursement on behalf of the traveller.

### 2.6 Property cover

Damage to, or loss of, personal effects accompanying the traveller or acquired by the traveller during the journey, will be compensated with an amount not exceeding SEK 40,000. Loss of cash and documents of value is compensated with an amount not exceeding SEK 5,000.

Jewellery and watches are compensated with an amount not exceeding SEK 10,000 per item.
The compensation may be adjusted if the traveller has been negligent. The same applies if the traveller has not reported the incident or made efforts to limit the damage.

The insurance reimburses necessary and reasonable additional costs that are a direct consequence of compensable damage up to SEK 5,000. Examples of such costs are:

– telephone calls to block debit cards/banker’s cards/credit cards
– travel costs in order to make a police report or obtain a new passport
– new keys/lock for the traveller's private residence or private vehicle.

The insurance does not apply to the following:

1. Damage to, or loss of, cash, travel documents, articles made in whole, or in part, of precious metals, genuine pearls and precious stones, antiques, objects of art, cameras, mobile phones, tablet computers, computers or other electronic equipment with accessories, alcoholic beverages or other delicate or valuable property attractive to thieves, if such property has been left for transportation, registration or other form of storage.

2. Functional failures that occur, unrelated to any external damaging event, damage or functional failure caused by climate or environmental impact (e.g. damp, impact of sand, rust or dirt).

3. Damage caused through wear and tear, superficial damage such as dents or scratches without substantial effect on usability.

4. Damage or loss that can be compensated through other insurance, transportation companies, hotels, or similar.

5. Damage to sports equipment while in use.

6. Damage to, or loss of, a motor-driven vehicle, boat, aircraft, mobile home or trailer, goods in transit, or injury to or loss of an animal. (See, however, section 2.11).

7. Purchases, withdrawals or exploitation with the use of a stolen, cloned or lost debit card, credit card, SIM card, or similar.
8. Apps or media files for computers, mobile phones, tablet computers, or similar.

*Note*

Delicate articles and valuable property attractive to thieves should be carried as hand luggage. The traveller should be aware that thefts from checked-in, locked suitcases are not unusual. Kammarkollegiet will assume title to lost property which Kammarkollegiet has replaced. If an article that has been replaced is found, the traveller shall notify Kammarkollegiet thereof.

*Instructions*

The traveller must produce evidence that the matter has been reported, as follows:

Thefts shall be reported immediately to the local police authority. Thefts from a hotel shall also be reported to the hotel. Damage to, or loss of, transported baggage shall be reported to the transportation company. In the first instance, any liability of, undertakings by, or offers from, the hotel or transportation company shall be called upon and claimed against.

*Negligence*

The traveller must exercise normal caution, i.e. must handle and keep the property in a safe manner and otherwise do what is reasonably necessary to avoid being the victim of theft or other damage/loss. For example, to leave money in a hotel room or to leave property attractive to thieves in a car is usually regarded as negligence. In cases of negligence, the compensation is usually reduced by one half if the circumstances do not establish that the negligence has been minor or insignificant to the occurrence of the insured event. If the negligence has been particularly gross in nature, the right to compensation may be withheld completely. If the traveller has forgotten, lost or mislaid property an adjustment shall be made, which is normally 50 per cent.
Compensation rules

In the event of damage to property, the proven cost of repair will be reimbursed with an amount not to exceed the property’s value prior to the damage. In the event of damage or loss, reimbursement will only be made if the traveller can prove ownership and damage or loss of the item.

In the event of loss, the market value of the property prior to the loss will be reimbursed.

If an actual market value cannot be established, the value is calculated at replacement cost, less deductions for age and use. Deductions for age and use are 10 per cent per year, from the start of the second year after purchase, up to a maximum of 70 per cent. For clothes, shoes and boots, deductions for age and use are 20 per cent per year, from the start of the first year after purchase, up to a maximum of 70 per cent. For consumable items such as cosmetics, perfume and hygiene articles, and for underwear, reimbursement is made for 50 per cent of the prices as new.

2.7 Baggage delay

In the case of more than two hours' delay of registered baggage in conjunction with outbound journeys, necessary, reasonable and verified costs will be reimbursed up to a maximum of SEK 5,000.

Instructions

The traveller must provide evidence of the delay, issued by the transportation company. In the first instance, any liability of, undertaking by, or offers from, the transportation company shall be called upon and claimed against.

2.8 Cover for crisis and disaster

In the event that the traveller is visiting in a country affected by a natural disaster or warlike unrest and due to this he/she must extend
his/her stay, get to a safer place or change form of accommodation, compensation may be paid for reasonable and necessary additional costs for travel, board and lodging.

In the event that the traveller suffers an acute psychological crisis in connection with personally suffering or witnessing an assault, threat, severe illness, accident or natural disaster, the insurance may cover up to five sessions of treatment by a psychologist, counselor or the equivalent. If further treatment is required, contact Kammarkollegiet or Falck Global Assistance. In the event of assault, compensation may be paid for counseling in Sweden. In the event of assault, see also 2.4.

Compensation may be paid up to a maximum total of SEK 5,000. Costs must be verified with original receipts.

2.9 Cash assistance

If the traveller, due to theft or other compensable damage/loss, is in immediate need of money, up to SEK 10,000 in suitable currency can be transferred from Falck Global Assistance.

Note

A disbursement from Falck Global Assistance is not to be regarded as compensation for damage/loss, but a loan from Kammarkollegiet to the traveller. Upon adjustment of the loss, the loan will be deducted from the compensation. Accordingly, in certain cases, the traveller may be liable to repay to Kammarkollegiet the difference between the loan and the compensation. Falck Global Assistance can be contacted 24 hours a day:

Tel: +46 8 587 717 49
Fax: +46 8 505 939 13
E-mail: fga@se.falck.com
2.10 Liability cover

In the event that the traveller as a private person is subject to a claim in damages due to an event which has occurred during the policy term, Kammarkollegiet undertakes vis-à-vis the traveller to:

1. investigate whether any liability in damages exists;
2. negotiate with the other party;
3. represent the traveller in proceedings before courts of law or arbitration and to pay the litigation or arbitration costs that the traveller incurs or is ordered to pay and that cannot be obtained from the other party or a third party;
4. pay the damages that the traveller is liable to pay according to applicable tort law, although not exceeding SEK 5,000,000.

The insurance does not apply to the following:

1. claims in damages against the traveller as owner, user, or driver of a motor-driven vehicle, a boat, or an aircraft;
2. claims in damages for which the State authority or other employer is primarily liable;
3. damage/loss that has occurred in connection with the perpetration by the traveller of a criminal act that, according to Swedish law, is punishable by imprisonment.
4. Claims in damages against the traveller or accompanying family member that concerns some form of damage through wear or neglect of a hired or borrowed property.

However, the insurance does cover claims in damages from a third party other than the car rental company/car owner, against the traveller as driver of a rented or borrowed car abroad, provided that the claim is not
covered by the car’s third party liability insurance or other equivalent insurance.

Instructions

Kammarkollegiet shall not be bound by any undertaking by the traveller in advance to compensate any loss, admit liability in damages, or approve compensation claims.

Where claims are made, the traveller shall refer to the liability insurance with Kammarkollegiet. The traveller should note the name, address, and telephone number of witnesses and other persons who can provide information regarding the event.

2.11 Legal expenses cover

If as a private individual the traveller claims damages from any party on the basis of an event that occurred during the insurance period and has a connection with the activity that caused the insurance policy to be taken out, any reasonable cost incurred by the traveller for legal counsel shall be compensated if the costs cannot be obtained from the other party or any third party, or cannot be paid via legal aid. In addition, when applicable, any litigation costs that a court may order the traveller to pay to the other party will be reimbursed.

The traveller shall, preferably, retain a Swedish attorney as counsel. In the event of a dispute abroad, the traveller shall retain the services of counsel appointed by Kammarkollegiet.

The maximum compensation amount is SEK 200,000.

The legal expenses cover does not apply to disputes involving an amount lower than SEK 15,000.
2.12 Motor deductible cover

In the case of travel with the traveller's own private car or motorbike (not a rental car), the deductible element of motor third party liability insurance, semi-comprehensive motor insurance or motor vehicle damage insurance/vehicle damage warranty will be reimbursed up to a maximum of SEK 6,000, provided that

– the claim has been settled under the insurance for the car;

– the claim cost exceeds the deductible; and that

– the deductible cannot be reimbursed by another party.

Costs for renting a car during the period of repair are not reimbursed. Loss of bonus or similar are not reimbursed.
3 Notification of damage/loss

A notification of damage/loss must be signed by both the traveller and State authority. In addition, the party requesting compensation shall:

1. in the event of theft or assault, enclose proof, issued by the local police in the location where the loss occurred, that a report has been lodged;

2. in the event of injury, theft, or loss that has occurred during transportation or in a hotel, enclose proof, issued by the transportation company or the hotel, that a report has been lodged;

3. in the event of delay of registered baggage, enclose proof issued by the transportation company;

4. submit detailed requests for compensation and enclose receipts or other vouchers;

5. if the same damage/loss is covered by other insurance, inform Kammarkollegiet thereof; and

6. at the request of Kammarkollegiet, provide information and submit medical certificates and other documents that Kammarkollegiet requires to adjust the claim, and also co-operate so that the damaged property can be inspected.

Instruction

If the traveller neglects undertakings in accordance with the terms and conditions of the Travel Insurance, reimbursement may be reduced or withheld in full.
Comments

In the event that contact is made with Falck Global Assistance due to damage/loss, the notification of damage/loss must be sent to Kammarkollegiet, even where the traveller has no claims to make for compensation under the insurance. The same applies where the traveller has received medical or dental treatment abroad and in such context has referred to this insurance or to Kammarkollegiet.
4 General terms and conditions

4.1 Reservation

With the exception of the disability or death benefits, this insurance compensates damage/loss or costs only to the extent that they cannot be compensated under other insurance.

4.2 Limitations period

The right to compensation will cease three years after the date of the damage/loss if a claim has not been received by Kammarkollegiet prior to such date. In the matter of liability cover, the date of damage/loss is considered to be the day on which any claim is made vis-à-vis the traveller. In other cases, the date of damage/loss is the day on which the event occurred, on which the insurance event is based.

4.3 Subrogation

To the extent Kammarkollegiet has paid compensation in respect of an insurance event, Kammarkollegiet shall be subrogated the traveller’s rights against the party liable for the damage/loss.

4.5 Interpretation of terms

If there is a difference between this English version of terms and conditions and the Swedish version, the Swedish one applies.